

**THE NEWSPAPER GUILD-COMMUNICATIONS WORKERS
OF AMERICA LOCAL 38010**

COLLECTIVE BARGAINING AGREEMENT

July 7, 2015 – July 7, 2017

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July 7, 2015

Preamble

We, The Newspaper Guild-Communications Workers of America Local 38010, believing that as an integral part of society we are entitled to an equitable share in the products of our labor, and realizing that our welfare can best be protected and advanced through the united effort of all workers, do, through this collective bargaining agreement, seek to form a more perfect means of securing for ourselves and labor generally full advantage of the inherent rights and dignities which our institutions were ordained to preserve.

In Solidarity,

The 2015 TNG-CWA Local 38010 Executive Committee:

Howard Gensler, President Diane Mastrull, PMN Unit Chairperson
John Robinson, PMN 1st Unit Vice Chairperson
Regina Medina, RA Chairperson
Eric Churn, Treasurer
Dan Rodgers, Secretary
Maggie O'Brien, 1st Vice President
Melanie Burney, 2nd Vice President Brian McCrone, 3rd Vice President
Jonathan Tannenwald, 4th Vice President

Bill Ross, Executive Director, TNG-CWA Local 38010
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This Agreement, by and between Philadelphia Media Network (Newspapers), LLC publisher of The Philadelphia Inquirer and the Philadelphia Daily News, (hereinafter referred to as the "Employer"), and the Newspaper Guild /CWA Local 38010, (hereinafter referred to as the "Guild"), acting for and on behalf of itself and of those members, present or future, covered by this Agreement, shall be valid and binding effective July 7, 2015 and expires on July 7, 2017.

ARTICLE 1 - GUILD RECOGNITION

1.1 During the term of this Agreement, and any extension thereof, the Employer will recognize and deal with the Guild as the exclusive bargaining agent for purposes of collective bargaining concerning rates of pay, wages, hours of employment and other conditions of employment, and for the purposes of adjusting grievances for all employees covered by this Agreement.

1.2 The Employer will not enter into any agreement inconsistent with the provisions of this Agreement with any individual employee, or group of employees, affecting the conditions or terms of employment of said employee or group of employees.

1.3 Should the legal structure of Philadelphia Media Network (Newspapers) LLC, publisher of The Philadelphia Inquirer and Philadelphia Daily News, be changed in such a fashion as to make the language of the Preamble of this Agreement inappropriate, the Agreement will nevertheless be binding upon both parties during its term, as if there were no change.

1.4 The Employer reserves the right to assign bargaining unit employees in The Inquirer and Daily News Editorial departments to engage in or produce work for New Media, including but not limited to any written product or graphic rendering, as well as any audio, video, electronic or photographic recording, whether the individual makes the recording or is recorded themselves, regardless of the medium through which the Employer chooses to distribute the work product.

1.5 In view of the Employer's efforts to explore new ways to expand beyond the traditional newspaper and of the Guild's desire to participate in the process, the parties further agree to the following with respect to work assignment beyond the traditional print newspaper medium (i.e. New Media, which includes online):

(a) Bargaining unit employees assigned to New Media work will receive all protections and provisions of the Collective Bargaining Agreement which cover work done for the traditional print products; except for Philly.com employees which shall be governed by the Philly.com agreement between the Employer and the Guild. Guild jurisdiction over New Media work assignments (including online) shall be non-exclusive.

(b) The Employer will provide adequate training in the New Media as required by the circumstances of working in the New Media, including training in the technical, performance and legal aspects of audio and visual media.

(c) The Employer will ensure that all bargaining unit employees assigned to New Media work will be given sufficient time for training and adjustment. The Employer will consider employee requests for additional training on New Media functions.

(d) The parties will develop a Labor Management Committee that will meet at least quarterly.

(e) A bargaining unit employee working on a story, article or other assignment shall work collaboratively with his/her editor to decide whether an interview or other newsgathering will be recorded and, if so, the recording method, and whether any newsgathering material shall be made available to the public. However, final decisions on reporting, coverage and publication issues will continue to be made by the editor.

(f) The Guild recognizes the right of the Employer to utilize individuals who are not employed by the Employer to perform New Media work, including but not limited to individuals employed by Employer affiliates, individuals employed by another employer and independent contractors.

(g) The parties agree that the Employer departments represented by the Guild at the time of the execution of this Agreement are listed in Article 3 herein. The Guild will not use the work assignments resulting from this Article 1 as a means to attempt to represent or claim jurisdiction over any individuals performing New Media work, including but not limited to Employer affiliates, through any means such as unit clarification procedures or contract grievance procedures. Nothing in this paragraph limits the Guild's right to organize.

(h) Except as limited above, the Employer reserves its right to determine who shall perform New Media work, where and when the work shall be performed and the equipment, method, manner and means by which the work is performed.

(i) In the event the Employer reestablishes the Online Service Department, the Guild will have jurisdiction over bargaining unit work performed by the Employer's employees in that department.

ARTICLE 2 - NO DISCRIMINATION

2.1 There shall be no dismissal of, nor any discrimination against, any employee because of his/her membership or activity in the Guild, nor because of age, sex, race, creed, color, national origin, sexual preference, marital or parental status, or irrelevant physical or mental disability.

2.2 The Employer shall continue to hire employees without regard to age, sex, race, creed, color, national origin, sexual preference, marital or parental status, or irrelevant physical or mental disability.

ARTICLE 3 - TO WHOM APPLICABLE

3.1 The provisions set forth in this Agreement shall apply to all present and future employees of the Inquirer Editorial Department, Daily News Editorial Department, Advertising Department, Finance Department, Systems Department, Ad Production Service, Art Department, Purchasing Department, Inside Circulation Department, Circulation Promotion Department, and all present and future subdivisions of or additions to such departments, as well as any other new Department or sub-division of a new department which may be created to do the work being performed at the date of execution of this Agreement by any of the foregoing Departments. For the purpose of this

Agreement, these Departments shall consist of the following employees therein:

(a) Editorial Departments:

Inquirer: Reporters, columnists, critics, editorial writers, graphic artists, designers, photographers, photo editors, copy and news editors, assigning editors, editorial assistants, and any other jobs primarily engaged in the gathering, writing and editing of news. This shall not include forty (40) exempt job titles, which will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of the Agreement.

Daily News: Reporters, columnists, critics, editorial writers, graphic artists, designers, photographers, photo editors, copy and news editors, assigning editors, editorial assistants, and any other jobs primarily engaged in the gathering, writing and editing of news. This shall not include twelve (12) exempt job titles, which will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of the Agreement.

(b) Advertising Department: All employees except for twenty-five (25) exempt job titles. The list of twenty-five (25) exempt job titles will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of this Agreement.

(c) Art Department: All employees, except the Ad At/Production Manager.

(d) Finance Department: All employees except for twelve (12) exempt job titles. The list of twelve (12) exempt job titles will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of this Agreement.

(e) Ad Production Service: All employees except the Head of the Department.

(f) Inside Circulation: All employees except for twenty (20) exempt job titles. The list of twenty (20) exempt job titles will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of this Agreement.

(g) Circulation Promotion Department and Advertising Promotion Department: All employees except the Promotion Director.

(h) Purchasing Department: All employees except the Purchasing Manager.

(i) Circulation Customer Service Representatives: All Circulation Customer Service Representatives including the Supervisor.

(j) Computer Operations Department: All employees except the Head of the Department.

3.2 Work of the kinds presently or normally done by employees to whom this contract applies shall be done only by such employees. This paragraph shall not apply in the following circumstances:

- i. Work done by employees exempted from the provisions of this contract under Article 3 hereof who actually perform the executive and supervisory

duties typical of the positions described by said job titles;

- ii. Material purchased or used from recognized regional, state, national or international syndicates bureaus or services;
- iii. Work performed by independent contractors. The Parties agree that an individual's independent contractor status shall be determined based on an analysis of the totality of factors identified by the National Labor Relations Board for determining independent contractor status for such workers and that no single factor shall control or be given special emphasis, nor shall a past practice or agreement control;
- iv. Copy, graphics, or photography obtained from affiliated publications or services, including online; and,
- v. Advertisements sold, including related billing, by affiliated publications or enterprises (including online services) or through networks or independent agencies, including under cross-sell sales arrangements.

In the event of a conflict between these exceptions to Guild jurisdiction and other existing agreements or practices of the parties that could be interpreted as limiting these exceptions, these express jurisdictional exceptions shall prevail.

Work performed by a news agency or syndicate operated by the Employer would fall within Guild jurisdiction provided the work is performed by employees of the news agency or syndicate actually operated by the Employer. Work performed by independent contractors for a Philadelphia Media Network (Newspapers) operated news agency or syndicate would be excluded from Guild jurisdiction.

Independent contractors and freelancers not covered by this Agreement may be utilized when the Employer, in its sole discretion, determines coverage is required in the best interest of the business. The Employer agrees that an independent contractor and freelancer is someone who meets the tests of an independent contractor using the factors relied upon by the National Labor Relations for determining independent contractor status for such workers.

3.3 New Equipment: Notice will be given to the Union of any major equipment or process change at least 90 days prior to implementation if a reduction in force is anticipated affecting regular employees. In addition, the employer will provide training assistance to any regular employee displaced after the operation of Article 28. Where practicable, such training will be provided to develop skills required for other classifications covered by this Agreement.

3.4 The Employer recognizes the Union as the exclusive bargaining agent for all the Employer's Guild employees at any plant(s) printing newspapers (including supplements) published or produced by the Employer.

3.5 The Employer has the right to enter into internship programs with educational institutions. The terms of those programs will be consistent with the terms required by the university programs. During any seasonal semester (Fall, Spring or Summer), the Daily News will not have more than 8

student interns and the Inquirer will not have more than 12 student interns. In the event interns are taken from a University on a trimester program, the Employer and the Guild will meet to discuss how to accommodate those interns under the above numerical limitations.

3.6 Nothing herein prohibits the Employer's right to combine all or part of any function that is performed separately in each newsroom. When the Employer combines those functions, it will identify whether the combined function will be operated out of one of the two newsrooms, operated jointly between the two newsrooms, or operated independently of either newsroom under the Guild's jurisdiction. In any of the foregoing structures, the Employer will select the individuals who will perform their duties in the combined area. When the Employer decides to combine a newsroom function, the Employer will provide the Guild with 15 days written notice prior to creating the combined function. During that 15-day period, the Employer will meet with the Guild and discuss the effects of the decision to combine the specified functions. In the event that the combination will result in a layoff, those layoffs will be performed in a manner consistent with Article 28. The layoff notice period will be 30 days, rather than 15 days.

3.7 The Unit Chairperson of the Guild and his/her successor shall, where practicable, be granted choice of shift and days off.

ARTICLE 4 - GUILD AND AGENCY SHOP

4.1 The Employer agrees that it will not, without the written consent of the Guild, employ or retain as an employee, any person covered by this Agreement unless he/she is a member in good standing of the Guild, or becomes a member within 30 days after beginning employment and remains a member in good standing. The Guild agrees that it will admit to membership and retain in good standing any such employee who complies with the constitution and by-laws of the Guild, provided he/she shall not have been previously expelled or suspended from any unit of the Newspaper Guild.

The Employer shall not be required to discharge any employee because of his/her failure to become or remain a member of the Guild, except for such reasons as are lawful under the Labor-Management Relations Act of 1947, until repeal, amendment or declaration of invalidity thereof.

It is the Guild's practice, two weeks prior to making such request, to send notice to a delinquent member of the Guild's intention to request the Employer to dismiss such member. The Guild will in every instance send to the employer a copy of such notice simultaneously with its transmission to the Employee.

(Note: The interpretation of the Guild Shop Clause as set forth in the minutes of the negotiating committee of October 17, 1940, and which shall constitute a clarification of the Guild Shop Clause is:

"The Guild could bar an employee from membership who is under expulsion or suspension from the Guild or a person who had never been a member but who had worked on a paper during a Guild strike, but the Guild could not refuse to accept into its membership a person who had been a bona fide executive on a paper during the time the Guild engaged in a strike against that paper."

ARTICLE 5 - CHECK-OFF

5.1 When so authorized by the individual employee, in writing, the Employer agrees to deduct weekly from the salary or wages due each employee (including part-time employees or space writers paid by voucher who are members of the Guild and who have signed such authorization) the amount which the Guild shall by written notice certify to the Employer as due from such employee on account of membership dues and/or assessments owing to the Guild by said employee, and within eight days thereafter to transmit said amount or amounts to the Treasurer of the Guild. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. The form of the check-off authorization shall be as follows:

"I hereby assign to the Guild, in payment of my membership dues thereto, as from time to time established by the Constitution of The Newspaper Guild and by-laws of the Guild, a portion of such sums hereafter payable to me as salary by the Employer during each month after the date hereof, equal to said membership dues for said month, and I hereby authorize said Employer in accordance with any applicable collective bargaining agreement between the Guild and the Employer each month to deduct the said amount from the salary payable to me by the Employer and to transmit the same to the Guild.

I intend to be legally bound by this assignment which shall be irrevocable for the period of one year from the date hereof, or for the period from the date hereof until the termination date of said applicable agreement, whichever occurs sooner. Should I not give to the Guild and to the Employer notice in writing (not less than five or more than fourteen days before any anniversary date hereof or before the termination date of any applicable collective bargaining agreement, whichever occurs sooner) of my desire to revoke this assignment, on such anniversary date or on such termination date, then this assignment is to remain irrevocable until the next such anniversary date or termination date, as the case may be, whichever occurs sooner."

Date _____ (date must be entered)
Month Day Year

Name (Print) _____

Name (Signature) _____

Address _____

ARTICLE 6 - INFORMATION TO THE UNION

6.1 The Employer agrees to notify the Guild in writing of any person who is discharged from, or resigns from, any covered department, and will notify the Guild in writing of any person hired or transferred into any covered department within fourteen (14) days of each action. The notification will state the position and salary of the person, and whether the person is regular, part-time or temporary. In the cases of hiring and transfers, the notice will include the

classification, experience, salary, age, sex, minority group, social security number and effective date. The Employer also agrees to notify the Guild of merit and step-up increases, and the effective dates. The Guild will maintain the confidentiality of the information furnished by the Employer pursuant to this Article 6.

ARTICLE 7 - HOURS OF WORK

7.1 Except as noted hereinafter, the regular work week for full-time employees shall be five consecutive days of eight (8) hours, falling within nine (9) consecutive hours. Every employee shall have the right to take one (1) hour unpaid each day for lunch but the lunch hour shall not be included in figuring the hours of work.

7.2 Subject to mutual agreement between the employee and the Employer, work schedules may be arranged for full-time employees to provide for shifts greater or lesser than eight (8) consecutive hours, excluding lunch, so long as the work week does not exceed forty (40) hours, or more than five (5) consecutive days.

The Guild will be notified in writing thirty (30) days in advance of the proposed date of implementation of any such agreement. If the Guild believes the modified work schedule is in violation of the Collective Bargaining Agreement, it must respond in writing within ten (10) working days, specifically listing the contract provision(s) it believes was violated. Such agreements will list the days of work and the hours of work each day. Employees will receive overtime pay, for all hours actually worked in excess of forty (40) hours in a workweek, in accordance with Article 8 of this Agreement. The employee and the employer may terminate such agreement provided for in this Article with thirty (30) days written notice to the other party.

7.3 Except as noted hereinafter, every employee shall be notified of any change of his/her work schedule not later than fourteen days prior to the week (Sunday through Saturday) to be covered by such schedule.

7.4 Turnaround: Except as noted hereinafter, there shall be at least twelve (12) hours between the end of the employee's regular working hours on one day and the beginning of the regular work hours on the next day. If the next work day follows one of the employee's days off, there shall be a break of at least thirty-two (32) hours. If the next day follows the employee's two days off, there shall be a break of at least fifty-six (56) hours.

7.5 Editorial Departments:

(a) Daily News: This Article 7 will not apply to the sports columnists and the writer regularly assigned to cover baseball, who shall work on flexible schedules suitable for their assignments, provided that they shall not work more than forty (40) hours in a calendar week, without overtime compensation.

Articles 7.2 and 7.3 of this Agreement shall not apply to other Daily News sports writers, regularly assigned to cover major sporting events, who so consent in writing.

The terms "sports columnists" and "the writer regularly assigned to cover baseball" shall include the successors of the sports columnists and of the writer regularly assigned to cover baseball, but not

their temporary substitutes.

The Daily News may employ no more than three (3) part-time Guild-covered desk assistants, two (2) on the copy desk, one (1) on the city desk, each of whom may work no more than two (2) shifts or fifteen (15) hours per week.

(b) Inquirer: This Article 7 will not apply to the financial editor, political editors, regular political columnist, regular legislative writers, regular baseball writers, correspondents resident and working outside of Philadelphia, or to any such employee who, in the opinion of the Guild and the Employer, is doing such highly skilled or specialized work that it cannot reasonably be performed by a temporary substitute.

7.6 The employees of the Editorial departments excluded from the provisions of Article 7.1 will receive an additional week of paid vacation annually, and any employee earning less than \$1,040.00 above the current minimum, who is required to work a regular six-day week, will receive an extra day's pay at the regular, not overtime, rate for the sixth day's work, regardless of the length of the employee's vacation.

7.7 Advertising Department: The regular working hours for full-time employees, except those who regularly, out of town, solicit resort, travel, transportation and school and college ads, shall be 8 hours for each of the first five days of the week, and five consecutive hours for Saturday.

7.8 Finance Department, Inside Circulation Department and Promotion Department, and Purchasing Department: The regular working hours for full-time employees shall be 8 consecutive hours for each of the first five days of the week, and 4 ½ hours on Saturday.

7.9 Ad Production, Art Department, Systems Department, Home Delivery Communications Center, and Circulation Customer Service Representatives: Without the employee's written consent, Article 7.1 will not apply to employees of the Systems Department on the payroll as of November 13, 1971; otherwise such employees' hours shall be governed by Article 7.7. For the Home Delivery Communications Center, a sub-division of Inside Circulation, Article 7.1 will not apply to those employees on the payroll as of October 26, 1970, without their consent; otherwise, such employees' hours shall be governed by Article 7.7.

ARTICLE 8- OVERTIME

8.1 The Employer may require an employee to work overtime, and the employee will receive overtime pay, at the rate of time and one-half, except as noted otherwise. All hours worked, including overtime will be paid in fifteen (15) minute increments. Overtime shall be earned only on hours actually worked in excess of forty (40) in a week. Overtime shall be paid for all hours actually worked during the seventh consecutive day of work in any given workweek, even if the total hours worked in that workweek is less than forty (40).

The Employer will reimburse an employee working overtime for any prepaid non-refundable travel, or lodging and/or entertainment expenses of \$25.00 or more lost by the employee or his/her family as a result of the overtime assignment. The employee seeking reimbursement must notify the Employer of the conflict at the time the assignment is made and must present documentation of the loss.

These overtime provisions shall not apply to Outside Advertising Department Sales employees who are overtime exempt under applicable federal or state wage and hours laws. When such advertising employees are required to work beyond their normal hours, the Employer shall, subject to the needs of the business, attempt to accommodate requests for schedule flexibility. The Employer with not arbitrarily or capriciously deny such requests.

8.2 Callback Pay: Any employee required to work after completion of the work day, and after leaving the Employer's building, or the place where the employee's duties are performed, will receive, an extra hour's pay, at time and one-half, plus travel time to and from the place at which the employee is required to work, also at the overtime rate.

8.3 In the Inside Circulation Department, the Promotion Department, the Computer Operations Department, the Finance Department, the Advertising Department, the Art Department, the Ad Production Department, the Purchasing Department and the Telephone Operators Department, there is a regular schedule of hours and no change may be made for the purpose of avoiding the payment of overtime. Any temporary change made merely for the convenience of the Employer shall entitle the affected employees to the payment of overtime for all hours actually worked over forty (40) in a workweek. The Employer has the right, however, to make such changes in scheduled hours during the year as has been customary in the past or to make permanent changes or to institute recurring changes required in the operation of the business, or to meet emergencies of such duration and magnitude as are not merely temporary in nature.

8.4 The Employer shall keep a record of all overtime worked. Copies of this record will be given to the Guild upon request.

ARTICLE 9 - OVERNIGHT ASSIGNMENTS

9.1 In accordance with state and federal law, any employee, whose job duties require sleeping away from home for one or more nights, will receive, for all overtime worked on the assignment, including travel time, pay at the overtime rate.

Any employee who chooses not to accept such assignments shall notify the Employer on a quarterly basis by January 1, April 1, July 1 and October 1. An employee shall not be penalized for his/her decision.

9.2 The provisions of Article 9.1 will not apply to Company-paid seminars and other paid educational processes, provided that the employee's participation is wholly voluntary.

ARTICLE 10 - MAINTENANCE OF DIFFERENTIALS

10.1 Higher Classification Work: Any employee working in a higher classification shall receive at least the minimum in the higher classification next greater than his/her salary. If such employee works twenty-two and one-half (22 ½) hours or more, in such higher classification, such Employee shall receive the higher rate for the full working week.

10.2 Except as provided for in this Agreement, the Employer will not reduce the salary or wages of any employee during the life of this Agreement. Nor shall any employee be Compensated on a

space rate basis, nor shall any present or future employee be compensated on a commission basis, except as is permitted under this Agreement.

10.3 When a present employee fills a temporary vacancy in the Outside Sales staff, such employee will receive at least \$75.00 per week over the employee's current weekly rate, or the experience level increase, whichever amount is higher, for the duration of the assignment. It is further understood that all time spent working the Outside Sales position shall be included in determining experience credit.

10.4 Added Responsibility: Except in the Inquirer Newsroom and the Daily News Newsroom, whenever an employee covered by this Agreement is assigned to perform the work of a department head, assistant department head, section head or assistant section head, he/she shall be paid, in addition to his/her regular weekly earnings, a differential of at least 15% above the top minimum of the employees under his/her direction. Whenever an employee in the Inquirer Newsroom and/or the Daily News Newsroom covered by this Agreement is assigned to perform the work of a department head or section head on a Saturday or Sunday, he/she shall be paid, in addition to his/her regular weekly earnings, a differential of at least 15% above the top minimum of the employees under his/her direction.

ARTICLE 11 - MINIMUM WAGES

11.1 Intentionally deleted.

11.2 Editorial Department weekly minimum wage rates shall be as follows:

Reporters, Artists, Photographers, Copy Editors, News Editors, Photo Editors, Assigning Editors, Cartoonists, Editorial Writers and Desk Assistants:

Inexperienced:	573.30
After 1 year:	664.07
After 2 years:	717.58
After 3 years:	840.91
After 4 years:	906.17
After 5 years:	968.28
After 6 years:	1,046.24
After 7 years:	1,098.83
After 8 years:	1,194.38
After 9 years:	1,273.01

11.3 Advertising Department's weekly minimum wage rates shall be as follows:

Outside Advertising Salespersons, Make-up Persons:

Inexperienced:	828.45
After 1 year:	906.17
After 2 years:	968.16
After 3 years:	1,050.40
After 4 years:	1,273.01

Inside Telephone Sales Representatives:

Inexperienced:	857.23
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After 1 year:	864.55
After 2 years:	892.76
After 3 years:	947.12
After 4 years:	997.17

Advertising Account Planners:

Inexperienced:	860.00
After 1 year:	900.00
After 2 years:	930.00
After 3 years:	1,000.00
After 4 years:	1,100.00

Note: When voluntary inbound advertising representatives make outbound calls to extend classified advertisements that were initially placed through the voluntary Department, those representatives will be paid at the voluntary rate and will receive an additional amount consistent with a commission or bonus program for extending classified advertisements.

11.4 Art Department weekly minimum wage rates shall be as follows:

Artists and Graphic Artists, Copywriter, Promotion Assistant, Communications Design Specialist:

Inexperienced:	729.35
After 1 year:	811.59
After 2 years:	842.04
After 3 years:	937.00
After 4 years:	1,043.98
After 5 years:	1,273.01

11.5 Miscellaneous weekly minimum wage rates shall be as follows:

School Circulation Representative:

Inexperienced	811.59
After 1 year:	837.51
After 2 years:	856.01
After 3 years:	1,002.49
After 4 years:	1,053.05

11.6 Office Force in all Departments weekly minimum wage rates shall be as follows:

GROUP I: Intentionally deleted.

GROUP II: Office Help:

Inexperienced:	690.22
After 1 year:	698.16
After 2 years:	706.09
After 3 years:	713.65

GROUP III: Stockroom and Receiving Clerk; Mail Desk Clerk:

Inexperienced:	694.77
After 1 year:	700.05
After 2 years:	707.98

After 3 years:	715.52
After 4 years:	726.86

GROUP IV: Circulation General Office Clerks:

Inexperienced:	700.05
After 1 years:	706.46
After 2 years:	712.51
After 3 years:	723.46
After 4 years:	732.90

GROUP V: Intentionally deleted.

GROUP VI: Advertising General Office Clerks; Promotion Clerks;

Inexperienced:	711.00
After 1 year:	717.80
After 2 years:	727.99
After 3 years:	739.78
After 4 years:	752.23

GROUP VII: Circulation Customer Service Representatives; Purchasing Clerks; Tearsheet Clerks:

Inexperienced:	716.28
After 1 year:	726.10
After 2 years:	732.90
After 3 years:	746.19
After 4 years:	810.31

Employees hired after August 31, 2006 will be paid a weekly wage rate of \$12.70 per hour and will receive negotiated increases that are 70% of the increases applied to the "inexperienced" Group VII wage rate and will not receive experience increases.

GROUP VIII: Intentionally deleted.

GROUP IX(a): Editorial Assistants:

Inexperienced:	722.42
After 1 year:	742.04
After 2 years:	760.53

GROUP IX(b): Secretaries, Accounting Clerks, Collectors, Data Control Supervisor, Advertising Clerks;

Inexperienced:	731.02
After 1 year:	741.98
After 2 years:	752.23
After 3 years:	817.88
After 4 years:	854.85

GROUP X: Circulation Galley Clerks; Advertising Systems Billing Clerks:

Inexperienced:	742.04
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After 1 year:	752.23
After 2 years:	814.47
After 3 years:	824.66
After 4 years:	836.00

GROUP XI: Advertising Service Representative (ASRs):

Inexperienced:	750.19
After 1 year:	809.79
After 2 years:	821.87
After 3 years:	833.95
After 4 years:	842.26

GROUP XIII: Accountant; Advertising Technology Coordinator, Rate Administrator:

Inexperienced:	821.64
After 1 year:	831.84
After 2 years:	839.77
After 3 years:	849.22
After 4 years:	887.44

GROUP XIV: Intentionally deleted.

GROUP XV: Intentionally deleted.

11.7 Commission Sales Representatives:

For each month of employment, each commission sales employee shall receive a minimum monthly draw against commission of \$2,500 that will be forgiven. This draw will be paid in weekly increments. The Employer will determine the structure of the commissions and any modifications thereto. Commission structures and any modifications thereto will not under any circumstances be subject to the grievance and arbitration process provided for herein.

No Commission rate will be less than six (6) percent on accounts older than three (3) years, with the exception of immigration accounts, for which the commission rate shall not be less than five percent (5%).

(NOTE: The Parties agreed to remove obsolete job titles from Article 11. In the event any of those job titles are reinstated by the Employer during the term of the 2015-2017 Collective Bargaining Agreement, the positions will be placed back into the job group from which the position was removed.)

ARTICLE 12 - GENERAL WAGE PROVISIONS

12.1 The Employer will pay all salaries or wages weekly. At the employee's option and where the arrangement can be made with the employee's financial institution, the Employer will provide for direct deposit of the employee's pay checks.

12.2 Experience means experience in comparable work. The Guild has 18 months from the date it

is notified of an employee's employment to challenge the employee's experience rating. The Employer will consider all claims made within that period, and claims beyond that period will be considered waived. In the event of any dispute over an employee's experience rating, the parties will consider expedited arbitration under Article 40.2. The adjustment will become effective once the Employer has been made aware of the additional experience. The Employer will retroactively adjust the wages provided the union raises the claims within 90 days following the end of the employee's probationary period.

12.3 Flight Hazard Pay: A premium of five percent (5%) of an employee's weekly salary will be paid for each shift, including overtime, during which he/she is required to fly aboard a nonscheduled flight.

12.4 Number of Inexperienced Employees: No more than ten percent (10%) of the employees at any time in any Department shall be persons with less than two (2) years' experience. For the purpose of the foregoing sentence, copypersons, office persons, Circulation Customer Service Representatives, and messengers shall not be included in calculating either the total number of employees or the number of inexperienced employees.

12.5 Employees no longer employed by the Employer shall be notified of the amount due them under this Article by letter to be mailed by registered mail by the Employer (a copy of each letter to be furnished to the Guild) to the last known address of such employee. Such letter is to be signed jointly by the Employer and the Guild and shall notify each employee for payment of the amount due him/her within sixty (60) days after mailing of said letter, and that failure to make such application by the employee within the time specified may absolve the Employer from making such payment, unless good cause is shown for the application being delayed beyond sixty (60) days. Said sixty-day limitation shall not apply to employees who entered or were in the war service, as defined in Article 31, either prior to or during the sixty (60) days after the mailing of said letter.

12.6 The Employer will continue to provide a Flexible Spending Account (FSA) consistent with the applicable provisions of the Internal Revenue Code. The terms and conditions of the FSA shall be substantially the same as the plan offered to independent employees. To qualify, an employee must work at least twenty (20) hours weekly.

ARTICLE 13 – **Intentionally deleted.**

ARTICLE 14 – **INSURANCE**

14.1 Riot Damage. The Employer shall at its own cost provide insurance for employees against loss of life and loss of (or loss of use of) eye or limb suffered as a result of an injury sustained in the course of their work in connection with riot, civil commotion, insurrection, crime or disaster. Such life insurance shall be in the principal sum of \$100,000.00, and such other insurance shall be in the usual proportional amount of said principal sum.

14.2 Insurance in the amount of \$100,000.00 will be provided by the Employer for reporters and photographers who are required in the course of their work to travel by airplane on other than a regularly-scheduled flight.

14.3 Travel-accident insurance coverage provided by the Employer will apply to employees

covered by this Agreement. Such coverage is not an addition to insurance coverage provided for elsewhere in this Agreement.

14.4 Short-term Disability: In addition to what may be required by law, the Employer will maintain, at its own expense, a disability benefit for accidental injury or sickness. The policy will provide a weekly benefit of \$50.00, for a maximum of 13 weeks, for that period in which the individual is not entitled to sick pay benefits. The Employer may, for each week during which he pays sick pay to the employee, retain the weekly payment due under this insurance.

ARTICLE 15 - EXPENSES

15.1 Employees shall be entitled to all proper and reasonable expenses incurred in the course of their duties. The Employer will use best efforts to reimburse employees for such approved expenses within 15 business days of the date the employee's reimbursement is properly submitted.

Mileage rate increases will be calculated at the rate of 1/2 cent per mile for each 5-cent increase in the cost of unleaded gasoline, based on a monthly reading of the Consumer Price Index of gasoline in the Philadelphia Market Region (base of \$ 1.215 per gallon). Conversely, if the price drops below each 5-cent increase above the base level, the mileage allowance will be reduced accordingly, but not below the base rate of \$.28 per mile.

Necessary working equipment shall be provided to employees at the Employer's expense.

ARTICLE 16 - HOLIDAYS

16.1 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day will be paid holidays. If a paid holiday falls on a Saturday, the previous Friday will be considered as the holiday. If a paid holiday falls on a Sunday, the following Monday will be considered as the holiday.

An employee will be permitted to be absent from work with pay on Rosh Hashanah, Yom Kippur, Good Friday, and Martin Luther King Jr. Day, provided the employee has notified his/her immediate superior at least two (2) weeks in advance. The employee may be required to make up the absence by working on a regular day off or on one of the other holidays, as may be agreed on by the employee and superior.

16.2 All employees in the Editorial Departments shall, in addition to their regular days off, be free from work on three (3) of the paid holidays and shall receive four (4) additional days off in lieu of the other three (3) holidays without loss of pay.

16.3 All employees in all other departments will receive the six (6) paid holidays, in addition to their regular days off, with these exceptions: the supervisor of Makeup, one advertising Makeup Person, and two clerks in the advertising department; two clerks in the Finance Department; the Assistant to the Head of Ad Production; and two clerks in Ad Production; two clerks in the Circulation Cashier's Department; one Inside Circulation Galley Clerk; and two employees at the Mail Desk. All these employees may be required to work on not more than three (3) of the six (6) paid holidays. For each holiday worked, the employee may elect to take another day off (in addition to the employee's regular days off and normal vacation). If the employee elects to take another day

off, the day shall be granted during the calendar year.

16.4 If any of the paid holidays falls during an employee's vacation, or on an employee's regular day off, the employee will receive a compensating paid day off within thirty (30) days following the holiday.

16.5 If an employee is required to work upon a holiday, the employee may elect either to be paid double time for all hours worked on that day or to be paid straight time for the holiday and receive another paid day off within thirty (30) days of the holiday. Holiday pay will not count toward overtime. Only hours actually worked will count toward overtime.

ARTICLE 17 - PERSONAL DAYS

17.1 Full-time employees on the payroll as of January 1 of any year will receive four (4) paid personal days per year. Part-time employees on the payroll as of January 1 of any year will receive three (3) paid personal days per year. The dates on which these personal days are taken will be mutually agreed upon between the employee and the department head. Employees shall designate prior to October 1 the dates for their personal days for the remainder of the calendar year. If an employee fails to make such designation by October 1, the Employer may assign the days to be taken within the calendar year.

ARTICLE 18 BEREAVEMENT LEAVE

18.1 In the event of a death in the employee's immediate family, the employee will be given a reasonable amount of time off with pay. "immediate family" is defined as parents, children, siblings, spouse, declared domestic partner, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, guardians, step-parents, step-children, step-brothers, step-sisters, brothers-in-law, sisters-in-law, foster parents and relatives residing in the employee's household.

In special circumstances, consideration will be given for relatives not enumerated above.

ARTICLE 19 - JURY DUTY LEAVE

19.1 An employee summoned to jury duty shall be entitled to a leave of absence for the period of such duty and shall be paid for the period the difference between the employee's regular salary and the amount of money received for jury service. If a regular employee is scheduled to work on a Saturday and/or Sunday, the employee shall, for the period of jury duty, have Saturday and Sunday designated as regular days off.

The Employee may, for the purposes of this article, reschedule another employee to cover the vacated off days without regard to the limitations on schedule changes expressed elsewhere in this Agreement.

Night shift employees shall not be required to work on days called to jury duty.

ARTICLE 20 - VOTING TIME LEAVE

20.1 An employee required to work on Election Day during the hours the polls are open shall

receive upon request and at a time convenient for the Employer, two hours off with pay to enable him/her to vote.

ARTICLE 21 – VACATIONS

21.1 Employees will receive each year paid vacations under the following schedule:

<i><u>Length of continuous service</u></i>	<i><u>Amount of vacation</u></i>
6 months	1 week
1 year	2 consecutive weeks
2 years	3 consecutive weeks
6 years	4 consecutive weeks
20 years	5 consecutive weeks

21.2 The Employee's total length of continuous service for this article will be the amount of years, effective on June 30, for the calendar year in which the vacation is allowed. Service is counted in any capacity at the Daily News, or Inquirer, under the present Employer and all predecessor employers of said publications.

21.3 The normal vacation period will be from April 1 to September 30, and, where practical, vacations will be scheduled between June 1 and September 30. An employee may, with the consent of the department head, take vacation leave at another time, or in two or three separate periods. Consent will not be withheld unless granting the employee's request would seriously or unreasonably interfere with the usual operation of the employee's department.

21.4 Employee requests for vacation time off shall be determined on the basis of seniority, for requests made prior to March 1. The schedule of vacations by seniority shall be posted by March 8. (All available vacation time not claimed by March 1, on the basis of seniority, shall be determined on the basis of the order in which requests are received.) If additional vacation weeks become available after March 1, the selection of these weeks shall also be by seniority.

ARTICLE 22 - SICK LEAVE PAY

22.1 An employee absent due to illness shall be entitled to sick pay during the illness, up to the limits in the following schedule:

- (a) The number of 100% paid sick days will be six (6) during each year of this Agreement.
- (b) Unused sick days cannot be carried over or banked from one calendar year to the next calendar year.
- (c) Benefits to begin on the 1st day of absence.
- (d) Conversion Option of 65% Sick Pay Entitlement to 100% Sick Pay Entitlement:

The employee will receive six (6) 100% pay sick days per calendar year and then will begin to receive 65% pay. It is agreed that employees who has used all six (6) 100% sick pay

days, but are continuously absent because of illness for more than three (3) weeks and have provided the required HIPAA release and attending physician documentation to the Employer's medical department may opt to convert 65% sick pay under the sick pay schedule to 100% sick pay days retroactive to the beginning of such absence. Notwithstanding the foregoing, converted 100% sick pay days may not be greater than the remaining duration of their disability per "The Medical Disability Advisor- The Industry Standard for Disability and Worker's Compensation Duration Guidelines" by Dr. Presley Reed. Any authorized but unused converted 100% sick pay days will be converted back to 65% sick pay days. After three (3) weeks of continuous absence because of an illness and upon receipt by the Employer of all required documentation, the employee will then receive restoration of 35% pay retroactive to the date 65% sick pay began. The Employer and the Guild agree that the determination of the number of allowable converted 100% sick pay days will be made by the Employer utilizing The Medical Disability Advisor - The Industry Standard for Disability and Worker's Compensation Duration Guidelines" by Dr. Presley Reed and such determination cannot be subject to the grievance or arbitration procedure.

(e) **Successful Return to Work/Sick Pay Renewal:** It is agreed that employees who exhaust their sick time entitlement either in a given calendar year or due to continuous absence due to an illness that extends from one service year into the next service year, must have a successful return to work 180 days in order for their full sick time to renew. If a new calendar year begins during the 180 day wait period for renewal of the full sick time benefit, the employee may be eligible for renewal of six (6) 100% paid sick days.

(f) Vacation time will not accrue during an employee's continuous absence due to an illness.

(g) Auto allowance provided pursuant to Article 15 will not be paid to a regular car user for any week that the employee has been absent for a full five (5) days.

(h) When an employee has been continuously absent because of an illness for more than twenty-six (26) weeks, the employee may then elect to terminate employment.

(i) When an employee has been continuously absent because of an illness for thirty-eight (38) weeks or more, the Employer may at that time elect to terminate such employee.

(j) If neither the employee nor the Employer elects to terminate employment, the employee shall, upon recovery from illness, be reinstated in his/her regular position.

Maximum benefit will be twenty-six (26) weeks of pay at 65% of the employee's regular straight time rate. The specific number of weeks an employee will receive will be based on the following chart:

<u>Employed More Than:</u>	<u>And Less Than:</u>	<u>Amount:</u>
A total of 6 months	1 year	2 weeks' pay
1 year	1 ½ years	3 weeks' pay
1 ½ years	2 years	4 weeks' pay
2 years	2 ½ years	5 weeks' pay
2 ½ years	3 years	6 weeks' pay
3 years	3 ½ years	7 weeks' pay

3 ½ years	4 years	8 weeks' pay
4 years	4 ½ years	9 weeks' pay
4 ½ years	5 years	10 weeks' pay
5 years	5 ½ years	11 weeks' pay
5 ½ years	6 years	14 weeks' pay
6 years	6 ½ years	15 weeks' pay
6 ½ years	7 years	17 weeks' pay
7 years	7 ½ years	18 weeks' pay
7 ½ years	8 years	19 weeks' pay
8 years	8 ½ years	20 weeks' pay
8 ½ years	9 years	21 weeks' pay
9 years	9 ½ years	23 weeks' pay
9 ½ years	10 years	25 weeks' pay
10 years or more		26 weeks' pay

22.2 An employee will not be entitled to sick pay until the employee is notified in writing by the Employer that he/she will be retained in his/her position, or until the employee completes three (3) months of employment, whichever occurs earlier.

The minimum allowance for an employee with less than one (1) year's continuous service will be two (2) weeks' pay, subject to the preceding paragraph.

22.3 If the illness of an employee extends from one service year into the next service year, the employee is not entitled to receive sick leave pay for such absence in excess of the amount indicated on the Schedule in Article 22.1.

"Service Year" is defined as the period of 365 days beginning on January 1, for those employees hired during the period from January 1 through June 30; or July 1, for those employees hired during the period from July 1 through December 31. If an employee's sick leave absence is not continuous from one service year into the next, the employee's full sick leave will be renewed at the beginning of each service year.

22.4 The length of service mentioned in Article 22.1 shall include the employee's total length of continuous service for the Daily News or The Inquirer in any capacity under the present Employer and all predecessor Employers,

22.5 When an employee has been continuously absent because of illness for more than 26 weeks, the employee may then elect to terminate employment. His/her employment will then cease entirely and the Employer will have no further obligation to such employee. Pursuant to the terms of the Guild-United Independent Pension Plan, the employee may be eligible for an illness termination benefit provided by the Guild-United Independent Pension Plan. The Employer does not have and will not have an obligation to the Guild-United Independent Pension Plan, including without limitation, that the Employer will not participate, fund, contribute or otherwise be involved in any way in the Guild-United Independent Pension Plan.

(a) When an employee has been continuously absent because of an illness for 38 weeks, the Employer may at that time elect to terminate such employee's employment. Thereupon his/her employment will then cease entirely and the Employer will have no further obligation to such

employee. Pursuant to the terms of the Guild-United Independent Pension Plan, the employee may be eligible for an illness termination benefit provided by the Guild-United Independent Pension Plan. The Employer does not have and will not have an obligation to the Guild-United Independent Pension Plan, including without limitation, that the Employer will not participate, fund, contribute or otherwise be involved in any way in the Guild-United Independent Pension Plan.

(b) If neither the employee nor the Employer elects to terminate employment under this Article 22.5, but the employee dies during his/her absence because of an illness, his/her employment shall then cease entirely and the Employer will have no further obligation to such employee. Pursuant to the terms of the Guild-United Independent Pension Plan, the employee may be eligible for a death benefit provided by the Guild-United Independent Pension Plan. The Employer does not have and will not have an obligation to the Guild-United Independent Pension Plan, including without limitation, that the Employer will not participate, fund, contribute or otherwise be involved in any way in the Guild-United Independent Pension Plan.

22.6 For the purpose of this Article, the employee's effort to return to work when not in suitable physical condition to perform his/her normal duties on a full-time basis shall not operate to interrupt continuity of absence.

22.7 The Employer may require an employee absent because of illness to submit a physician's certificate or may have him/her examined by a physician selected by the Employer.

(NOTE: The practice of regularly requiring a doctor's certificate in cases involving illness of three (3) days' duration or less will be relaxed, provided the employee notifies his/her immediate superior of such illness at least one-half (½) hour before the time he/she is scheduled to report to work and provided there is no indication of malingering. In the latter case, a doctor's certificate may be required before sick pay is allowed. In the case of employees who are scheduled to report for work in the afternoon or early evening the call to report illness shall continue to be made in accordance with past practice, before the scheduled time for actually reporting for work. In the case of an employee who has no telephone, notice at the earliest opportunity (by mail if necessary) shall be considered compliance with the requirement of reporting the illness.)

22.8 The provisions of the Article shall in no way affect, modify or waive the Employer's right and liabilities or the employee's right under the Workers' Compensation Laws.

22.9 Employees on such leave are expected, to the extent possible, to notify the Employer of the probable date of their return.

22.10 In case of payment of sick leave pay to an employee under this Article 22, the Employer shall be subrogated to the extent of such payment to all rights of the employee for lost wages against any third party, who or which by act of commission or omission caused the absence of the employee, which required the payment of sick leave pay by the Employer. Such rights shall be assigned to the Employer by the employee immediately upon receiving the first week's sick leave pay. The Employer shall be authorized to sue, compromise, or settle in the employee's name and the employee will, when requested by the Employer, execute any and all documents pertaining to such litigation. Any action taken by the Employer shall be without cost to the employee. Amounts recovered shall be used as offsets against sick time charged to the employee.